

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA**

Fill in this information to identify your case:

Debtor 1	<b>Reginald Leonard Merckerson</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
Case number (If known)	<b>20-40324</b>		

☐ Check if this is an amended plan.

**Chapter 13 Plan and Motion**

[Pursuant to Fed. R. Bankr. P. 3015.1, the Southern District of Georgia General Order 2017-3 adopts this form in lieu of the Official Form 113].

**1. Notices.** Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as not being contained in the plan or if neither or both boxes are checked, the provision will be ineffective if set out in the plan.

- (a) This ☐ contains nonstandard provisions. See paragraph 15 below.  
plan: ☒ does not contain nonstandard provisions.
- (b) This ☐ values the claim(s) that secures collateral. See paragraph 4(f) below.  
plan: ☒ does not value claim(s) that secures collateral.
- (c) This ☒ seeks to avoid a lien or security interest. See paragraph 8 below.  
plan: ☐ does not seek to avoid a lien or security interest.

**2. Plan Payments.**

- (a) The Debtor(s) shall pay to the Chapter 13 Trustee (the "Trustee") the sum of **\$1,065.00** for the applicable commitment period of:

☐ 60 months: or

☒ a minimum of 36 months. See 11 U.S.C. § 1325(b)(4).

(If applicable include the following: These plan payments will change to \$\_\_\_\_\_ monthly on \_\_\_\_\_.)

- (b) The payments under paragraph 2(a) shall be paid:

☒ Pursuant to a Notice to Commence Wage Withholding, the Debtor(s) request(s) that the Trustee serve such Notice(s) upon the Debtor's(s') employer(s) as soon as practicable after the filing of this plan. Such Notice(s) shall direct the Debtor's(s') employer(s) to withhold and remit to the Trustee a dollar amount that corresponds to the following percentages of the monthly plan payment:

☒ Debtor 1 **100** % ☐ Debtor 2 \_\_\_\_\_ %

☐ Direct to the Trustee for the following reason(s):

☐ The Debtor(s) receive(s) income solely from self-employment, Social Security, government assistance, or retirement.

☐ The Debtor(s) assert(s) that wage withholding is not feasible for the following reason(s):

- (c) Additional Payments of **\$0.00** (estimated amount) will be made on \_\_\_\_\_ (anticipated date) from (source, including income tax refunds).

**3. Long-Term Debt Payments.**

- (a) **Maintenance of Current Installment Payments.** The Debtor(s) will make monthly payments in the manner specified as follows on the following long-term debts pursuant to 11 U.S.C. § 1322(b)(5). These postpetition payments will be disbursed by either the Trustee or directly by the Debtor(s), as specified below. Postpetition payments are to be applied to postpetition amounts owed for principal, interest, authorized postpetition late charges and escrow, if applicable. Conduit payments that are to be made by the Trustee which

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Debtor Regionald Leonard MerckersonCase number 20-40324

become due after the filing of the petition but before the month of the first payment designated here will be added to the prepetition arrearage claim.

CREDITOR	COLLATERAL	PRINCIPAL RESIDENCE (Y/N)	PAYMENTS TO MADE BY (TRUSTEE OR DEBTOR(S))	MONTH OF FIRST POSTPETITION PAYMENT TO CREDITOR	INITIAL MONTHLY PAYMENT
<b>-NONE-</b>					

- (b) **Cure of Arrearage on Long-Term Debt.** Pursuant to 11 U.S.C. § 1322(b)(5), prepetition arrearage claims will be paid in full through disbursements by the Trustee, with interest (if any) at the rate stated below. Prepetition arrearage payments are to be applied to prepetition amounts owed as evidenced by the allowed claim.

CREDITOR	DESCRIPTION OF COLLATERAL	PRINCIPAL RESIDENCE (Y/N)	ESTIMATED AMOUNT OF ARREARAGE	INTEREST RATE ON ARREARAGE (if applicable)
<b>-NONE-</b>				

4. **Treatment of Claims.** From the payments received, the Trustee shall make disbursements as follows unless designated otherwise:
- (a) **Trustee's Fees.** The Trustee percentage fee as set by the United States Trustee.
- (b) **Attorney's Fees.** Attorney's fees allowed pursuant to 11 U.S.C. § 507(a)(2) of \$4,500.00.
- (c) **Priority Claims.** Other 11 U.S.C. § 507 claims, unless provided for otherwise in the plan will be paid in full over the life of the plan as funds become available in the order specified by law.
- (d) **Fully Secured Allowed Claims.** All allowed claims that are fully secured shall be paid through the plan as set forth below.

CREDITOR	DESCRIPTION OF COLLATERAL	ESTIMATED CLAIM	INTEREST RATE	MONTHLY PAYMENT
Shellpoint Mortgage	1912 57th Street Savannah, GA 31404 Chatham County	41,795.00	5.25%	795

- (e) **Secured Claims Excluded from 11 U.S.C. § 506 (those claims subject to the hanging paragraph of 11 U.S.C. § 1325(a)).** The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor(s), or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below:

CREDITOR	DESCRIPTION OF COLLATERAL	ESTIMATED CLAIM	INTEREST RATE	MONTHLY PAYMENT
<b>-NONE-</b>				

- (f) **Valuation of Secured Claims to Which 11 U.S.C. § 506 is Applicable.** The Debtor(s) move(s) to value the claims partially secured by collateral pursuant to 11 U.S.C. § 506 and provide payment in satisfaction of those claims as set forth below. The unsecured portion of any bifurcated claims set forth below will be paid pursuant to paragraph 4(h) below. The plan shall be served on all affected creditors in compliance with Fed. R. Bankr. P. 3012(b), and the Debtor(s) shall attach a certificate of service.

CREDITOR	DESCRIPTION OF COLLATERAL	VALUATION OF SECURED CLAIM	INTEREST RATE	MONTHLY PAYMENT
<b>-NONE-</b>				

- (g) **Special Treatment of Unsecured Claims.** The following unsecured allowed claims are classified to be paid at 100%

☐ with interest at \_\_\_\_% per annum; or ☐ without interest:

None

- (h) **General Unsecured Claims.** Allowed general unsecured claims, including the unsecured portion of any bifurcated claims provided for in paragraph 4(f) or paragraph 9 of this plan, will be paid a 0.00% dividend or a pro rata share of \$500.00, whichever is greater.

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Debtor Regionald Leonard MerckersonCase number 20-40324**5. Executory Contracts.**(a) **Maintenance of Current Installment Payments or Rejection of Executory Contract(s) and/or Unexpired Lease(s).**

CREDITOR	DESCRIPTION OF PROPERTY/SERVICES AND CONTRACT	ASSUMED/REJECTED	MONTHLY PAYMENT	DISBURSED BY TRUSTEE OR DEBTORS
<b>-NONE-</b>				

(b) **Treatment of Arrearages.** Prepetition arrearage claims will be paid in full through disbursements by the Trustee.

CREDITOR	ESTIMATED ARREARAGE
<b>-NONE-</b>	

**6. Adequate Protection Payments.** The Debtor(s) will make pre-confirmation lease and adequate protection payments pursuant to 11 U.S.C. § 1326(a)(1) on allowed claims of the following creditors: ☐ Direct to the Creditor; or ☒ To the Trustee

CREDITOR	ADEQUATE PROTECTION OR LEASE PAYMENT AMOUNT
Shellpoint Mortgage	400.00

**7. Domestic Support Obligations.** The Debtor(s) will pay all postpetition domestic support obligations direct to the holder of such claim identified here. See 11 U.S.C. § 101(14A). The Trustee will provide the statutory notice of 11 U.S.C. § 1302(d) to the following claimant(s):

CLAIMANT	ADDRESS
<b>-NONE-</b>	

**8. Lien Avoidance.** Pursuant to 11 U.S.C. § 522(f), the Debtor(s) move(s) to avoid the lien(s) or security interest(s) of the following creditor(s), upon confirmation but subject to 11 U.S.C. § 349, with respect to the property described below. The plan shall be served on all affected creditor(s) in compliance with Fed. R. Bankr. P. 4003(d), and the Debtor(s) shall attach a certificate of service.

CREDITOR	LIEN IDENTIFICATION (if known)	PROPERTY
Covington Credit		npmsi
Covington Credit		npmsi
Day Finance Company		npmsi
One Main Financial		npmsi

**9. Surrender of Collateral.** The following collateral is surrendered to the creditor to satisfy the secured claim to the extent shown below upon confirmation of the plan. The Debtor(s) request(s) that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed deficiency balance resulting from a creditor's disposition of the collateral will be treated as an unsecured claim in paragraph 4(h) of this plan if the creditor amends its previously-filed, timely claim within 180 days from entry of the order confirming this plan or by such additional time as the creditor may be granted upon motion filed within that 180-day period.

CREDITOR	DESCRIPTION OF COLLATERAL	AMOUNT OF CLAIM SATISFIED
<b>-NONE-</b>		

**10. Retention of Liens.** Holders of allowed secured claims shall retain the liens securing said claims to the full extent provided by 11 U.S.C. § 1325(a)(5).**11. Amounts of Claims and Claim Objections.** The amount, and secured or unsecured status, of claims disclosed in this plan are based upon the best estimate and belief of the Debtor(s). An allowed proof of claim will supersede those estimated claims. In accordance with the Bankruptcy Code and Federal Rules of Bankruptcy Procedure objections to claims may be filed before or after confirmation.**12. Payment Increases.** The Debtor(s) will increase payments in the amount necessary to fund allowed claims as this plan proposes, after notice from the Trustee and a hearing if necessary, unless a plan modification is approved.**13. Federal Rule of Bankruptcy Procedure 3002.1.** The Trustee shall not pay any fees, expenses, or charges disclosed by a creditor pursuant to Fed. R. Bankr. P. 3002.1(c) unless the Debtor(s)' plan is modified after the filing of the notice to provide for payment of such fees, expenses, or charges.**14. Service of Plan.** Pursuant to Fed. R. Bankr. P. 3015(d) and General Order 2017-3, the Debtor(s) shall serve the Chapter 13 plan on the Trustee and all creditors when the plan is filed with the court, and file a certificate of service accordingly. If the Debtor(s) seek(s) to limit the amount of a secured claim based on valuation of collateral (paragraph 4(f) above), seek(s) to avoid a security interest or lien (paragraph

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Debtor Reginald Leonard Merckerson

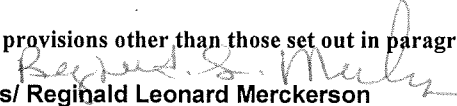
Case number 20-40324

8 above), or seek(s) to initiate a contested matter, the Debtor(s) must serve the plan on the affected creditors pursuant to Fed. R. Bankr. P. 7004. See Fed. R. Bankr. P. 3012(b), 4003(d), and 9014.

15. **Nonstandard Provisions.** Under Fed. R. Bankr. P. 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise in this local plan form or deviating from it. Nonstandard provisions set out elsewhere in this plan are void.

By signing below, I certify the foregoing plan contains no nonstandard provisions other than those set out in paragraph 15.

Dated: March 12, 2020

  
/s/ Reginald Leonard Merckerson

Reginald Leonard Merckerson

*Debtor 1*

*Debtor 2*

/s/ Judson C. Hill

Judson C. Hill 354277

*Attorney for the Debtor(s)*

**IN THE UNITED STATES BANKRUPTCY COURT**  
SOUTHERN DISTRICT OF GEORGIA

IN RE:	Chapter 13
Reginald Leonard Merckerson  Debtor	Case No.: 20-40324-EJC

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of the **Chapter 13 Plan** and 341 Notice on the following address by First Class Mail, placing the same in the United States Mail with proper postage affixed thereon:

- (see attached mailing matrix)

I hereby certify that I have served a copy of the **Chapter 13 Plan** on the following corporations, partnerships, or other unincorporated associations addressed to an Agent or Officer by First Class Mail, with proper postage affixed thereon to the following address:

- Covington Credit, Attn: Legal/Officer, 1900 E. Victory Drive, Savannah, GA 31404
- Covington Credit, Attn: Legal/Officer, 150 Executive Drive, Box 112, Greenville, SC 29615
- Covington Credit, c/o CT Corporation, Registered Agent, 289 S. Culver St, Lawrenceville, GA 30046
- Southern Management, Attn: Legal/Officer, P.O. Box 1947, Greenville, SC 29602-1947
- Day Finance Company, Attn: Legal/Officer, 555 East Broughton Street, #4, Savannah, GA 31401
- One Main Financial, Attn: Legal/Officer, 7805 Abercorn Street, Suite 10, Savannah, GA 31406
- One Main Financial, Attn: Legal/Officer, 430 Northside Drive, East, Suite 130, Statesboro, GA 30458
- One Main Financial Services, Inc., Attn: Legal/Officer, 100 International Drive, 16<sup>th</sup> Floor, Baltimore, MD 21202


I hereby certify that I have served a copy of the **Chapter 13 Plan** on the following insured depository institutions by Certified Mail to the officer of the institution:

- n/a

I hereby certify that I have served a copy of the **Chapter 13 Plan** on the following parties and counsel electronically through the Notice of Electronic Filing (NEF) at the following addresses:

- n/a

This 12<sup>th</sup> of March, 2020.

  
PAMELA J. BAPOLET, PARALEGAL

Gastin & Hill  
Attorneys at Law  
Post Office Box 8012  
Savannah, Georgia 31412  
(912) 232-0203

Label Matrix for local noticing  
113J-4  
Case 20-40324-EJC  
Southern District of Georgia  
Savannah  
Thu Mar 12 16:25:00 EDT 2020

(p)AMERICOLLECT INC  
PO BOX 2080  
MANITOWOC WI 54221-2080

Antioch Medical Associates  
c/o Lanier Collection Agency  
18 Park of Commerce Blvd  
Savannah GA 31405-7410

Brock & Scott, PLLC  
4360 Chamblee Dunwoody Road  
Suite 310  
Atlanta GA 30341-1056

CACH, LLC  
6300 S Syracuse Way  
Suite 300  
Centennial CO 80111-6723

Celtic Bank Corp  
268 S State St, Ste 300  
Salt Lake City UT 84111-5314

(p)SOUTHERN MANAGEMENT  
PO BOX 1947  
GREENVILLE SC 29602-1947

Covington Credit c/o CT Corporation  
Registered Agent  
289 S. Culver Street  
Lawrenceville GA 30046-4805

Credit One Bank  
P.O. Box 98873  
Las Vegas NV 89193-8873

Day Finance Company  
Attn: Officer/Legal  
555 East Broughton Street, #4  
Savannah GA 31401-3553

Fingerhut/Webbank  
6250 Ridgewood Rd  
Saint Cloud MN 56303-0820

(p)GEORGIA DEPARTMENT OF REVENUE  
COMPLIANCE DIVISION  
ARCS BANKRUPTCY  
1800 CENTURY BLVD NE SUITE 9100  
ATLANTA GA 30345-3202

Georgia Emergency Associates  
P. O. Box 12189  
Daytona Beach FL 32120-2189

Judson C. Hill  
Gastin & Hill  
P O Box 8012  
Savannah, GA 31412-8012

Internal Revenue Service  
Centralized Insolvency Operations  
P.O. Box 7346  
Philadelphia PA 19101-7346

LVNV Funding, LLC  
Resurgent Capital Services  
P.O. Box 10587  
Greenville SC 29603-0587

Reginald Leonard Merckerson  
1912 57th Street  
Savannah, GA 31404-4712

O Byron Meredith III  
P O Box 10556  
Savannah, GA 31412-0756

Midland Credit Management  
350 Camino De La Reina  
Suite 100  
San Diego CA 92108-3007

Office of the U. S. Trustee  
Johnson Square Business Center  
2 East Bryan Street, Ste 725  
Savannah, GA 31401-2638

One Main Financial  
7805 Abercorn Street  
Suite 10  
Savannah GA 31406-2449

Shellpoint Mortgage  
75 Beattie Pl, #300  
Greenville SC 29601-2138

St Joseph's Cardiology LLC  
11700 Mercy Blvd  
Plaza D, Bldg 6  
Savannah GA 31419-1753

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Americollect  
P. O. Box 2080  
Manitowoc WI 54221-2080

Covington Credit  
Attn: Legal/Officer  
1900 E. Victory Drive  
Savannah GA 31404

(d)Covington Credit  
Attn: Legal/Officer  
150 Executive Center Drive, Box 112  
Greenville SC 29615

Georgia Department of Revenue  
Compliance Division, ARCS Bankruptcy  
1800 Century Blvd, NE, Suite 9100  
Atlanta GA 30345

(d)Southern Management  
Attn: Legal/Officer  
P.O. Box 1947  
Greenville SC 29602-1947

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)LVNV Funding, LLC  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

(d)Reginald Leonard Merckerson  
1912 57th Street  
Savannah GA 31404-4712

(d)Shellpoint Mortgage  
75 Beattie Pl. #300  
Greenville, SC 29601-2138

End of Label Matrix

Mailable recipients	22
Bypassed recipients	3
Total	25